

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 15	
2. Amendment/Modification No. P00084		3. Effective Date 2003DEC16		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ALDA PATRICK BACKUS (586)574-7118 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BACKUSP@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CENTRAL PENNSYLVANIA- HERCULES AND BRADLEY TEAMS P.O. BOX 15512 YORK PA 17405-1512		Code S4201A	
				SCD B PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) UNITED DEFENSE, L.P. GROUND SYSTEMS DIVISION 1100 BAIRS ROAD PO BOX 15512 YORK, PA. 17405-1512 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-C-M016	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2001MAY02	
Code 06085		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AQ NET INCREASE: \$1,293,520.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual agreement of both parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2004JAN31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) BARBARA ANN FIANTACO FIANTACB@TACOM.ARMY.MIL (586)574-7041			
15B. Contractor/Offeror		15C. Date Signed		16B. United States Of America		16C. Date Signed	
(Signature of person authorized to sign)				By _____ /SIGNED/		2003DEC16	
				(Signature of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION
DAAE07-01-C-M016, Modification P00084

1. The purpose of this bilateral modification is to add subCLIN 3028AF to the contract for the purchase of 80 MLRS 500 HP - 600 HP Engine Conversion Kits, part number 57K1612.
2. Based on the negotiated settlement price of \$16,169.00 per kit, the total value of this action is \$1,293,520.00.
3. The following additional changes are being made as a result of the above:
 - a. Section B.1.1 is revised to reflect the addition of subCLIN 3028AF to Program Year 3.
 - b. Section F.21 is revised to reflect the delivery schedule for subCLIN 3028AF.
 - c. Section G accounting data has been revised accordingly.
 - d. Revision 4, contract DAAE07-01-C-M016, PLAN FOR UTILIZATION OF SMALL BUSINESS CONCERNS shall be incorporated into the contract.
4. The contractor reaffirms that the representations and certifications previously furnished in Section K of DAAE07-01-C-M016 are current, correct, and valid for this modification P00084.
5. As a result of the above, the total amount of this contract is increased by \$1,293,520.00, from \$812,986,125.28 to \$814,279,645.28.
6. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 087 ***

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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3028	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 1111-11-111-1111 FSCM: 11111 PART NR: 57K1612 SECURITY CLASS: Unclassified				
3028AF	<u>PRODUCTION QUANTITY</u> PROGRAM YEAR: 3 CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: 600HP INSTALLATION KITS PRON: PF3MEXC759 PRON AMD: 01 ACRN: AQ AMS CD: 23106552019 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: STD. COMMERCIAL PKG. UNIT PACK: 1 INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W80FLR3139EF06 W8007A M 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 16 31-JUL-2004 002 16 31-AUG-2004 003 16 30-SEP-2004 004 16 31-OCT-2004 005 16 30-NOV-2004 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W8007A) XR SPECIAL PROJECT OFFICE BRX ACCT DEFENSE DIST CENTER RED RIVER 10TH AND K ST BLDG 499 TEXARKANA TX 75507-5000	80	EA	\$ 16,169.00000	\$ 1,293,520.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

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B.1.1.CLIN STRUCTURE

B.1.1.1 The Contract Line Item Numbers (CLINs) for the contract are structured as follows:

PROGRAM YEAR ONE		
CLIN	QUANTITY	CONFIGURATION
1001	83 Each	M2A3
1002		Reserved - Block Mod 1
1003		Reserved - Block Mod 2
1004		Reserved - Miscellaneous Changes/ECP
1005	26 Each	M3A3
1006		Reserved - Block Mod 1
1007		Reserved - Block Mod 2
1008		Economic Order Quantity, PY2 and PY3
1009	1 Lot	Refurbishment of test vehicles
1010	NSP	M2A3 / M3A3 Data
1011	13 Each	M2A2 ODS
1012		Reserved
1013		Reserved
1014		Reserved
1015	35 Each	M2A2 ODS (Option)
1015AB	35 Each	M2A2 ODS Option Exercised
1016		Reserved
1017		Reserved
1018		Reserved
1019	1 Lot	Refurb of A2 ODS Test veh (Option)
1020	NSP	M2A ODS Data
1021	19 Each	MLRS A0 Carrier
1022	10 Each	MLRS A1 Carrier with Unique Materials and ESIP Requirements
1023	10 Each	MLRS IEDB Kits - Korea
1024	NSP	MLRS Data
1025	121 Each	ODS Applique Kit 57K1589
1026	58 Each	ODS-E Applique Kit S57K1594

PROGRAM YEAR TWO		
CLIN	QUANTITY	CONFIGURATION
2001	44 Each	M2A3
2002		Reserved - Block Mod 1
2003		Reserved - Block Mod 2
2004		Reserved
2005	98 Each	M3A3
2006		Reserved - Block Mod 1
2007		Reserved - Block Mod 2
2008	56 Each	A3 BFIST
2009	1 Lot	Refurbishment of test vehicles (option)
2010		Reserved
2011		Reserved
2012		Reserved
2013		Reserved
2014		Reserved
2015	33 VEHICLES+KITS	ODS Vehicles and Kits (2015AA, 2015AB, 2015, AC,2015AD)
2016		Reserved
2017		Reserved
2018		Reserved
2019		Reserved
2020		Reserved
2021	26 Each	M993 MLRS A0 Carrier
2022		MLRS O-Ring Drawings
2023		Reserved
2024		Reserved
2025		Reserved
2026	58 Each	ODS-E Applique Kit SK57K1594 (option)
2027	36 Each	M6 Applique Kit 57K1588 (option)
2028	9 Each	MUA Applique Kit 57K1587 (option)

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2029	44 Each	M7 Applique Kit SK57K1593 (option)
2030	11 Each	Bradley Advanced Training System (BATS) Gunnery
2031	1 Lot	Replenishment of FY99 Spares

PROGRAM YEAR THREE

CLIN	QUANTITY	CONFIGURATION
3001	35 Each	M2A3
3002		Reserved - Block Mod 1
3003		Reserved - Block Mod 2
3004		A3/A2/ODS ASL DEVERSION
3005	103 Each	M3A3
3006		Reserved - Block Mod 1
3007		Reserved - Block Mod 2
3008	10 Each	M2A2 ODS
3009	1 Lot	Refurbishment of test vehicles (option)
3010		146 REMAN 600 HP ENGINES
3011	1 lot	Shipping of 123 engines in containers and 69 containers
3012	9 Each	A3 BFIST
3013	27 Each	M2A2 ODS
3014	26 Each	M3A2 ODS
3015	1 Lot	Combat ASL
3016	1 Lot	Conversion Hardware for APG EFVS to MLRS A1
3017		Reserved
3018		Reserved
3019		Reserved
3020		Reserved
3021		Reserved
3022		Reserved
3023		Reserved
3024		Reserved
3025	128 Each	ODS Applique Kit 57K1589 (option)
3026	64 Each	ODS-E Applique Kit SK57K1594 (option)
3027		Reserved
3028		MLRS KITS, 3028AA, 3028AB, 3028AC(option), 3028AD, 3028AE, 3028AF
3029	28 Each	M7 Applique Kit SK57K1593 (option)
3030	2 Each	BATS Spare Ensemble Image Generators for Fort Knox (OPTION)
3031	1 Lot	BATS Spare Parts Packet for Fort Knox (OPTION)

B.2 APPLICABILITY OF FEDERAL RETAILERS EXCISE TAX

B.2.1 Federal Retailers Excise Tax (FRET) does not apply to the items under this contract. FRET is therefore not to be included in the price set forth in this Section.

B.3 PERFORMANCE BASED PAYMENTS

B.3.1 This contract provides for Government financing to the Contractor in the form of Performance Based Payments. Payment events and success criteria necessary to make payments in accordance with the provisions of FAR 32.1000, Performance-Based Payments and FAR 52.232-32, are specified elsewhere in this contract at H.35 Performance Based Payments.

B.3.2 Performance Payments: Detailed procedures for performance based payments will be mutually developed and agreed to between the Contractor and the Administrative Contracting Officer. That agreement will be documented by a Contractor Performance Billing Procedure and will, as a minimum, define a procedure that identifies performance billings to the Contract's ACRN level by each item.

B.3.3 Liquidation: The final event is DD form 250 acceptance by the Government and will constitute the final 10% of the CLIN price and any withholds, if applicable. This event will liquidate previous performance payments (maximum 90% of CLIN value) against each vehicle delivered. If no performance payments have been made, the Contractor is entitled to 100% payment of that vehicle at time of final DD form 250 acceptance by the Government.

B.3.4 Performance Delays: Except for an adjustment for Default, delay in delivery attributed to such events as (acts of nature, war, strike, etc.) may result in an adjustment to the affected portion of work but shall not cause interruption of otherwise eligible performance based payments and shall not become a basis for recovery of previously, properly disbursed performed based payments. All other delays shall be administered in accordance with FAR 32.1007 or the changes provision of this contract.

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B.3.5 Performance Payment Adjustments: Performance events, amounts and success criteria may be adjusted by mutual agreement on an on-going basis if a contract action or the Contractor's performance has significantly affected the performance payment schedule. Except for an adjustment for default, adjustments under this provision shall not become the basis for recovery of previously, properly disbursed performance based payments.

B.4 INVOICES

The contractor shall submit invoices to the following address:

DFAS-Columbus Center
DFAS/CO-North Entitlement Operations
P.O. Box 182266
Columbus, OH 43218-2351

B.5 REMITTANCE ADDRESS

The following remittance address is established for all monies due under this contract:

United Defense, L.P.
Ground Systems Division
Post Office Box 99405
Chicago, IL 60693-9405

B.6 ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

B.6.1 The contract price includes costs for Contractor compliance, with all applicable Federal, State, and Local Environmental, Health and Safety laws, rules, regulations, guidelines, standards, limitations, conditions, orders, controls, prohibitions and other requirements (all of which are hereinafter referred to as requirements) which affect the performance of this contract, as of award date, are in effect or scheduled to become effected during the contract term. The contract price does not include any amount for future additional or changed requirements which are not currently established and which may become effective during the term of the contract.

B.6.2 In the event any of the foregoing Contractor compliance requirements are changed (i.e. altered, rescinded, postponed, replaced, or supplemented by new or additional requirements) subsequent to the contract award date, and such changes cause an increase or decrease in the cost of, or time required to perform this contract, such change in cost or time requirement shall constitute the basis for an adjustment of the contract price or delivery schedule, as the case may be, provided the costs of compliance with such changed requirements are allowable and allocable to this contract under the FAR.

B.7 INSTALLATION OF GOVERNMENT FURNISHED MATERIAL and/or PROPERTY

The unit price of any vehicle,training device,or kits acquired under this contract includes all charges for the initial installation of Government furnished items, material or property listed in Attachment 1 of the contract, titled GOVERNMENT FURNISHED ITEMS.

B.8 CONTRACT DATA REQUIREMENTS

The cost for data requirements listed on the contract's DD form 1423, Exhibit A to the contract, are included in the vehicle unit prices.

B.9 OPTION PRICES BY CONFIGURATION

B.9.1 Following are the per unit option prices, by program year.

OPTION ITEM	PROGRAM YEAR ONE per unit price	PROGRAM YEAR TWO per unit price	PROGRAM YEAR THREE per unit price
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B.9.2 KITS

B.9.2.1 Mod Kit MUA Applique PN 57K1587	None	\$27,727	NONE
B.9.2.2 Mod Kit M6 Applique PN 57K1588	None	\$20,830	NONE
B.9.2.3 Mod Kit ODS Applique PN 57K1589	None	NONE	\$ 68,148
B.9.2.4 Mod Kit BFIST M7 PN SK57K1593	None	\$58,906	\$ 51,554

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B.9.2.5 Mod Kit ODS-E PN SK57K1594 None \$50,150 \$ 44,274

B.9.3 PAINT

B.9.3.1 Tan/Green - BFV \$ 0.00 \$ 0.00 \$ 0.00

B.9.3.2 Woodland Camouflage - ODS \$2,342.00 None None

B.9.4 VEHICLES (Per Unit)

B.9.4.1 M2A2 ODS \$828,049 None None

B.9.4.2 MLRS A0 - Unique Material \$ 24,697 None None

B.9.4.3 MLRS A1 - Unique Material/ESIP \$118,267 None None

B.9.5 FLEXIBLE FIELDING SCHEDULE (PER VEHICLE) (Only Applies to A3 Vehicles)

B.9.5.1	Delay one month	\$ 0.00	\$ 0.00	\$ 0.00
B.9.5.2	Delay two-six months	\$ 1,000 per month	\$ 1,000 per month	\$ 1,000 per month
B.9.5.3	Accelerate one month	None	\$ 0.00	\$ 0.00
B.9.5.4	Accelerate one month	None	\$ 0.00	\$ 0.00
B.9.5.5	Accelerate two-three months			
	with 12 month notice	None	\$171,000	\$171,000
	with 13 month notice	None	\$142,500	\$142,500
	with 14 month notice	None	\$114,000	\$114,000
	with 15 month notice	None	\$ 85,500	\$ 85,500
	with 16 month notice	None	\$ 47,500	\$ 47,500
	with 17 month notice	None	\$ 23,750	\$ 23,750
	with 18 month notice	None	\$ 14,250	\$ 14,250
	19 month or more notice	None	\$ 0.00	\$ 0.00

*** END OF NARRATIVE B 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

F.7 Reserved

F.8 F.O.B. POINTS

F.8.1 The F.O.B. point for Bradley (A3 and ODS) vehicles and data is DESTINATION. The F.O.B. point for Kits and MLRS vehicles is ORIGIN.

F.9 APPLIQUE KIT UNIQUE CLAUSES-SECTION F:

F.9.1 The following additional clauses apply to the Kits delivered under this contract, or as denoted below shall not apply:

F.9.2 Additional Clauses

- (a) F.O.B. Origin 52.247-29 (JUN 1988)
- (b) F.O.B. Origin-Carload & Truckload Shipments 52.247-48 (ARR 1984)
- (c) Loading, Blocking & Bracing of Freight Car Shipment 52.247-34 (APR 1984)
- (d) Shipment of Supplies and Detention of Carrier's Equipment TACOM 52.247-4005 (OCT 1994)
- (e) F.O.B. Origin Prepaid Freight Small Package Shipment (JAN 1991)

F.9.3 Clause Not Applicable

- (a) F.O.B. Destination 52.247-34 (NOV 1991)

F.10 MLRS UNIQUE CLAUSES-SECTION F:

F.10.1 The following additional Section F clauses apply to MLRS/MLRS A1 carriers, or as denoted below shall not apply:

F.10.2 Additional Clauses

- (a) F.O.B. Origin 52.247-29 (JUN 1988)
- (b) F.O.B. Origin-Carload & Truckload Shipments 52.247-48 (ARR 1984)
- (c) Loading, Blocking & Bracing of Freight Car Shipment 52.247-34 (APR 1984)
- (d) Shipment of Supplies and Detention of Carrier's Equipment TACOM 52.247-4005 (OCT 1994)

F.10.3 Clause Not Applicable

- (a) F.O.B. Destination 52.247-34 (NOV 1991)

F.11 SHIPPING INSTRUCTIONS

F.11.1 The Contractor shall request shipping instructions, in writing, from the cognizant Contract Administrative Office not later than 30 days prior to schedule dates for initial inspection/acceptance.

F.11.2 Unless otherwise directed, shipment of MLRS Carriers will be FOB origin to:

CLO8NE
Lockheed Martin
Highland Industrial Park Highway 205
Post Office Box 1015
Camden, AR 71701-0001

F.11.3 MLRS Carriers shall be shipped with an interior protective cover for the transparent armor for the driver, gunner and commander windshields.

F.12 DELIVERY - FIELDING SCHEDULE DISCREPANCIES

F.12.1 If there are discrepancies between the delivery schedules and/or fielding schedules in Section B and F of the contract, Section F takes precedence.

F.13 ACCEPTANCE DATE FOR VEHICLES/KITS

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F.13.1 Unless specified below, the date of vehicle/kit acceptance shall be the last working day in a given month.

F.14 FIELDING SCHEDULE BRADLEY M2A3 and M3A3

F.14.1 Program Year One Fielding Schedule - 109 vehicles (96 M2A3 and 13 M3A3)

Quantity	CLIN	Unit/Test	Location	Hand-off Date
1 M2A3	1001	PEI	PEI	Sep 02
1 M2A3	1001	Facility Vehicle	Santa Clara	Sep 02
3 M2A3	1001	OMNET	Ft. Hood	Oct 02
6 M2A3	1001	OPNET Trainer Certification	Ft. Hood	Oct 02
1 M2A3	1001	Ft. Greeley	Alaska	Jul 03
37 M2A3	1001	1/7 CAV	Ft. Hood	Jan 03
1 M3A3	1005	1/7 CAV	Ft. Hood	Jan 03
1 M2A3	1001	BDE/1 CAV	Ft. Hood	Mar 03
1 M2A3	1001	1/7 CAV	Ft. Hood	Apr 03
6 M2A3	1001	2/7 CAV	Ft. Hood	May 03
24 M2A3	1001	2/7 CAV	York	May 03
15 M2A3	1001	2/7 CAV	York	Jun 03
12 M3A3	1005	1/9 CAV	York	Jan 04

F.14.2 Program Year Two Fielding Schedule - 142 vehicles (46 M2A3, 40 M3A3, 56 A3 BFIST)

Quantity	CLIN	Unit/Test	Location	Hand-off Date
1 A3 BFIST	2005 & 2008	Yuma/Test	YPG, AZ	Oct 03
1 A3 BFIST	2005 & 2008	Yuma/Test	YPG, AZ	Nov 03
1 A3 BFIST	2005 & 2008	WSMR/Test	WSMR, NM	Nov 03
1 A3 BFIST	2005 & 2008	Log Demo/OMNET	Ft. Hood	Feb 04
3 A3 BFIST	2005 & 2008	OMNET	Ft. Hood	Feb 04
9 A3 BFIST	2005 & 2008	4 ID	Ft. Hood	Feb 04
13 A3 BFIST	2005 & 2008	4 ID	Ft. Hood	May 04
21 A3 BFIST	2005 & 2008	1 CD	Ft. Hood	Sep 04
6 A3 BFIST	2005 & 2008	1 CD	Ft. Hood	Nov 04
5 M2A3	2001	1/22 INF/4 ID	Ft. Hood	Dec 03
1 M2A3	2001	FPT	APG	Dec 03
25 M2A3	2001	1/22/NF	Ft. Hood	Jan 04
9 M2A3	2001	1/22/NF	Ft. Hood	Feb 04
6 M2A3	2001	TRADOC	Ft. Benning	Apr 04
31 M3A3	2005	1/9 CAV	Ft. Hood	Jan 04
1 M3A3	2005	FPT	YPG	Jun 04
8 M3A3	2005	TRADOC	Ft. Knox	May 04

F.14.3 Program Year Three Fielding Schedule - 138 vehicles (121 M2A3, 8 M3A3, 9 A3 BFIST)

Quantity	CLIN	Unit/Test	Location	Hand-off Date
9 A3 BFIST	3005 & 3012	4 ID	Ft. Carson	Jun 05
1 M3A3	3005	EFPT	TBD Ship	Mar 05
7 M3A3	3005	TRADOC/Armor School	Ft. Knox	Jul 05
6 M2A3	3001	OMNET	4 ID Ft. Carson	Nov 04
1 M2A3	3001	FPT	TBD Ship	May 05
45 M2A3	3001	1/121 NF 4 ID	Ft. Carson	Feb 05
2 M2A3	3001	EFPT	TBD Ship	Mar 05
39 M2A3	3001	1/8/NF 4 ID	Ft. Carson	May 05
5 M2A3	3001	TRADOC	Ft. Knox	Jul 05
23 M2A3	3001	TRADOC	Ft. Benning	Jul 05

F.15 FIELDING SCHEDULE BRADLEY M2A2 ODS and M2 ODS

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F.15.1 Program Year One Fielding Schedule - 13 vehicles (13 M2A2 ODS)

Quantity	CLIN	Configuration	Customer	Location	Hand-Off Date
13 M2A2	1011	ODS	GA ARNG	Ft. Stewart, GA	30 August 2002

F.15.2 program Year two Fielding Schedule-33 vehicles (13M3A2 ODS, 20 M2A2 ODS)

QUANTITY	CLIN	CONFIGURATION	CUSTOMER	LOCATION	HAND-OFF DATE
13	2015AB	M3A2 ODS	GA ARNG	Ft. Stewart, GA	27 May 2004
10	2015AA	M2A2 ODS	GA ARNG	Ft. Riley, KS	01 June 2004

QUANTITY		CONFIGURATION	CUSTOMER	LOCATION	HAND-OFF DATE
10	2015AA	M2A2 ODS	Mississippi ARNG	Camp Shelby, MS	30 June 2004

F.15.3 Kit Deliveries will be specified on B page of the Contract and Exhibits B and C of the Modification P00032.

F.15.4 Program Year Three Fielding Schedule - 63 vehicles (37 M2A2 ODS, 26 M3A2 ODS)

Quantity	Configuration	Customer	Unit/Test	Hand-Off Date
5	M2A2 ODS	Mississippi NG	OMNET	31 January 2005
15	M2A2 ODS	Mississippi NG	OPNET	28 February 2005
15	M2A2 ODS	Mississippi NG	OPNET	31 March 2005
13	M3A2 ODS	Mississippi NG	OPNET	30 April 2005
2	M2A2 ODS	Louisiana NG	OMNET/OPNET	31 August 2005
13	M3A2 ODS	Louisiana NG	OMNET/OPNET	31 August 2005

FPT vehicle needed by October 2004

F.15.5 The parties agree that in the event the Government requests to delay the vehicle fielding schedule hand-off dates from those established in paragraph F.15.4, the Contractor shall be permitted to present vehicles for DD250 acceptance at the original contractual fielding hand-off dates or at anytime prior to actual vehicle hand-off with the following exception: presentation of a vehicle for DD250 ahead of the revised hand-off date will be made only when the revised hand-off date shifts outside the quarter of the original fielding hand-off date. Delays in fielding meeting these conditions provide for presentation of the vehicles for DD250 acceptance may occur either at the York manufacturing site or the hand-off destination or other mutually agreed upon location. The Contractor shall withhold \$15,000 for deprocessing on the DD250 billing invoice until such time as deprocessing, in accordance with C.14 HANDOFF REQUIREMENTS, has been completed to the satisfaction of the Government. Once vehicle hand-off has been accomplished, the Contractor shall be entitled to liquidate the outstanding balance of the vehicle unit price, deprocessing withheld amount and any outstanding withheld amounts that have been cleared to the Government's satisfaction. Delays in fieldings shall also result in a charge of \$1,000 per month per vehicle for slippages greater than one month. Although vehicles may be DD250'd earlier than the fielding date, the Contractor remains liable for the vehicles until the fielding date.

F.16 ODS OPTIONS -35 vehicles

Quantity	Configuration	CLIN	Ship To	DD250 Date	Hand-off Date
5	M2A2	1015AB	Ft. Riley, KS	May 2003	31 October 2003
8	M2A2	1015AB	Ft. Riley, KS	May 2003	07 November 2003
8	M2A2	1015AB	Ft. Riley, KS	June 2003	07 November 2003
4	M2A2	1015AB	Ft. Riley, KS	June 2003	16 December 2003
10	M2A2	1015AB	Ft. Riley, KS	January 2004	29 January 2004

Withhold = \$8,000/vehicle for deprocessing
Potential for DD250 at York or fielding site depending on parts availability.

F.17 ODS DIGITIZATION "A" KITS

F.17.1 All kits shall be delivered FOB Origin at a site identified by the Contractor. Inspection and acceptance shall be origin.

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Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

F.17.2 The Contractor may accelerate delivery of Kits only at no additional cost to the Government.

F.17.3 Required deliveries for Program Year One ODS Digitization "A" Kit requirements:

KIT		CLIN	QUANTITY	DELIVERY DATE
57K1594	ODS-E	1026	29 each	March 2002
57K1594	ODS-E	1026	29 each	June 2002
57K1589	ODS Applique	1025	29 each	September 2002
57K1589	ODS Applique	1025	29 each	December 2002
57K1589	ODS Applique	1025	29 each	March 2003
57K1589	ODS Applique	1025	29 each	June 2003
57K1589	ODS Applique	1025	5 each	September 2003

F.17.4 If the Government exercises Special Provision H.61, "Option - Applique Kits" in its entirety, the following delivery schedule shall apply. If the Government exercises less than the full option quantity, the parties shall agree to a revised schedule, if any, at time of option exercise.

KIT		CLIN	QUANTITY	DELIVERY DATE
57K1588	M6	2027	18 each	31 May 2002
57K1588	M6	2027	18 each	30 June 2002
57K1587	MUA	2028	4 each	31 May 2002
57K1587	MUA	2028	5 each	30 June 2002

F.18 DELIVERY SCHEDULE MLRS A0/MLRS A1 CARRIERS:

For purpose of this contract, the delivery schedule for MLRS Carriers shall mean the month the carrier is submitted to the Government for inspection/acceptance and for DD 250 signature.

F.18.1 DELIVERY SCHEDULE - MLRS A0 CARRIER - PROGRAM YEAR ONE

Calendar Year 2002 (CLIN 1021)

MONTH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
QTY	0	0	0	0	0	3	3	3	3	3	3	1	19

F.18.2 DELIVERY SCHEDULE - MLRS (MINUS) CARRIER - PROGRAM YEAR ONE

Calendar Year 2002/2003 (CLIN 1022)

MONTH	DEC	JAN	FEB	MAR	APR	TOTAL
QTY	0	2	3	3	2	10

F.18.3 DELIVERY SCHEDULE - MLRS A0 CARRIER - PROGRAM YEAR TWO

Calendar Year 2003 - 2004 (CLIN 2021AA)

I-----2003-----I---2004--I														
MONTH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
QTY	0	0	0	3	3	3	2	3	3	3	3	2	1	26

F.19 PERIOD OF PERFORMANCE FOR REFURB OF TEST VEHICLES

F.19.1 Clin 1009 for Jul 02 through Jan 04

F.20 DELIVERY SCHEDULE FOR BRADLEY ADVANCED TRAINING SYSTEMS (BATS)

Calender Year 2003

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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

CY03	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
CLIN 2030												
Fort Knox (5)					5							
Fort Benning (6)							6					

CY02	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
CLIN 2031												
Replenishment of FY99 Spares												
Oct 2002 (Dyncorp)										1 Lot		

CY03	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
CLIN 3030												
Image Generators					2 IGs							
CLIN 3031												
BATS Spares Fort Knox					1 lot							

F.20.1 UDLP shall deliver the spare IGs to the Fort Knox address specified in paragraph E.8. This shipment will be consolidated with the shipment of BATS trainers.

F.20.2 UDLP shall deliver the Lot of BATS spares to the Fort Knox address specified in paragraph E.8. This shipment will be consolidated with the shipment of BATS trainers.

F.20.3 UDLP shall perform the upgrade of the FY99 BATS-G as follows

CY03	Jan	Feb	Mar	Apr
Fort Hood	5			
Fort Benning	4			
Fort Knox		4		

All cables and upgrade hardware for the BATS on CLIN 2030 will be delivered with the BATS units.

F.21 600 HP ENGINE INSTALLATION KIT

CLIN 3028AA

QUANTITY	DELIVERY DATE
1	30-JUN-2003
6	31-JUL-2003
6	30-AUG-2003
6	30-SEP-2003
5	31-OCT-2003

CLIN 3028AB

QUANTITY	DELIVERY DATE
7	APRIL 30, 2003
6	MAY 31, 2003
4	JUN 30, 2003

CLIN 3028AC -OPTION FOR QUNTITY OF 113

Deliveries will be determined at time of option excercise.

MODIFICATION P00040

BELOW DELVERY DATES RESPRESENTS THE DATES THE KITS WILL BE DD250 AT YORK.

CLIN 3028AD
Revised by modification P00047

QUANTITY	DELIVERY DATE
6	31-JUL-2003
7	29-AUG-2003
8	30-SEP-2003
7	31-OCT-2003
5	28-NOV-2003
5	31-DEC-2003
6	30-JAN-2004
7	27-FEB-2004
7	31-MAR-2004
7	30-APR-2004
7	28-MAY-2004
6	30-JUN-2004

CLIN 3028AE

QUANTITY	DELIVERY DATE
1	29-OCT-2003
6	28-NOV-2003
6	31-DEC-2003
6	30-JAN-2004
6	27-FEB-2004
6	31-MAR-2004
3	30-APR-2004

CLIN 3028AF (per Modification P00084)

QUANTITY	DELIVERY DATE
16	31-JUL-2004
16	31-AUG-2004
16	30-SEP-2004
16	31-OCT-2004
16	30-NOV-2004

CLIN 3010 Delivery Requirement:

The 146 remanufactured 600 HP engines shall be delivered 31 Dec 05. Early delivery is acceptable.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	ACRN	OBLG STAT/ <u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
3028AF	PF3MEXC759	AQ	1	\$	0.00	\$	1,293,520.00	\$	1,293,520.00
	23106552019		3PFMEX						
					NET CHANGE	\$	1,293,520.00		

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			ACCOUNTING <u>STATION</u>		INCREASE/DECREASE <u>AMOUNT</u>
Army	AQ	21 32032000035L5L06P23106531E8 S01021			W31G3H	\$	1,293,520.00
					NET CHANGE	\$	1,293,520.00

		<u>PRIOR AMOUNT OF AWARD</u>		<u>INCREASE/DECREASE AMOUNT</u>		<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	812,986,125.28	\$	1,293,520.00	\$	814,279,645.28